

Lincoln



Nebraska's Capital City

November 1, 2001

Mayor Wesely and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of BBQue Inc., d.b.a. Buster's BBQ, 2435 South 48th Street requesting a class I liquor license for this location.

BBQue Inc. is comprised of the following shareholders.

Matthew Kimmerling	President	35%
Jody Kimmerling	Secretary	35%
Kurt May	Vice President	20%
Kevin Lyons	Director	10%

Matthew Kimmerling requests that he be approved as the manager of this liquor license.

Background information on Matthew Kimmerling will be omitted as the Council approved Matthew Kimmerling as the manager of Buster's BBQ on May 21, 2001.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



Police Department

575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: www.ci.lincoln.ne.us

A nationally accredited law enforcement agency



STATE OF NEBRASKA *fu⁵²*

PH: 11-19-01



Mike Johanns
Governor

CERTIFIED

October 26, 2001

Joan Ross, City Clerk
County/City Bldg
555 So 10th
Lincoln, NE 68508

RE: Class I Application (BBQue Inc.)

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman

Executive Director

3011 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TTS USER 800 833-7352 (TTY)

FILED
CITY CLERK'S OFFICE
CITY OF LINCOLN
NEBRASKA

125384
59

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman
Licensing Division

Enclosures
Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

FORM 35-4001
REV. 12/99

SEP 25 2001

RECEIVED

SEP 18 2001

53744

INSTRUCTIONS: Include: 1. Applicable fees payable to Liquor Control Commission 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouse(s) who file an affidavit of no interest with application, Commission form 4178 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States office in the state of Nebraska 4. Commission checklist, form 425 5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicants must file for CEO/Manager & stockholders holding over 25% stock 6. All applications must be typewritten or printed clearly 7. Submit in **Triplicate**

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH

Class of License	Fee	Where Collected	Exempt
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input checked="" type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

<p>Type of application being applied for (place appropriate number in box)</p> <p>3</p> <p>1= Individual License requires Form 1 to be attached. 2= Partnership License requires Form 2 to be attached. 3= Corporate License requires Forms 3 and Manager Application to be attached</p>	<p>Bond Company - for Classes L V W X Y only</p> <p>Start Date Month/Day/Year</p> <p>Bond Number</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

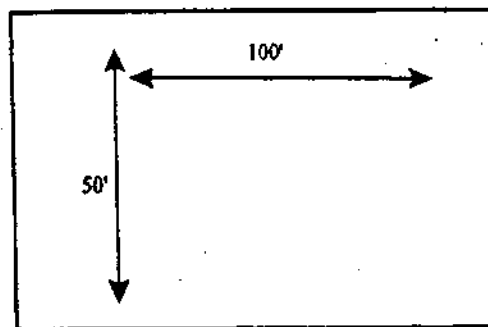
Trade Name (name of business)	Telephone Number at premise to be licensed
Buster's BBQ - BBQ Inc.	402-484-8877
1) Street Address of Proposed licensed premise	2) Mailing Address for receipt of Liquor Control Commission mailings
2435 So. 48th St.	2435 So. 48th St.
City County Zip Code	City County Zip Code
LINCOLN LANCASTER 68506	LINCOLN LANCASTER 68506

CK# 1026
\$45.00
mp
#2

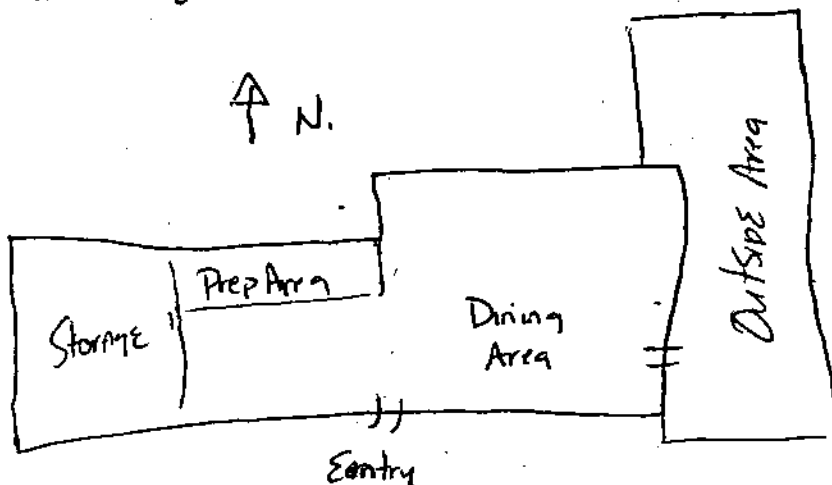
DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations where only a portion of the entire bldg. is to be covered by the license. No blue prints will be accepted. Be sure to indicate the direction North and number of floors of the building.

N ↑



Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement approximately 30' x 50' at the East end.



There is Not A Basement
In This Establishment.

1 Story 'L' Shaped building Approx. 74' x 30' plus
Enclosed Irregular 'L' Shaped outdoor Area
45' x 50' x 75' to The West & North.

1. READ CAREFULLY. Answer completely and accurately.

Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

X

2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).

X

SEE PURCHASE ~~Agreement~~
Receipt - 40331
Corp.

3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.

X

4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.

X

Westfork downs Bennett &
Thane Jensen } LPGA Corp
Dore Grunstein

5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.

X

Partners Kurt May
Kevin Lyons

6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.

X

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?
Look at insert that is enclosed

X

Kurt May - 2090
Kevin Lyons - 1090

8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.

X

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.

X

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.

UNION BANK AND TRUST 48th, Normal
MATTHEW KIMMERLING
Kurt A. May Judy Kimmerling

11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.

MATTHEW C. Kimmerling License # 40351
Manager on LPGA Corp. License
for Rustic's BBQ 2435 S. 48th

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.

MATTHEW Kimmerling
General Manager & Owner
50-60 hrs per week

13. List the training and experience of the person listed in #11 above in connection with selling and/or serving alcohol products.

Just went through "Responsible
hospitality" Class for Manager
Application

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)

ATTACHED Copy of Lease
At End.

15. When do you intend to open for business?

September 1, 2001

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
MATTHEW & JODY KIMMERLING 2810 Prairie Rd	2000	Present	LINCOLN NE
MATTHEW & JODY KIMMERLING 121 'E' ST	1999	2000	LINCOLN NE
MATTHEW & JODY KIMMERLING 3201 NW 86 th	1998	1999	Urbandale Iowa
MATTHEW & JODY KIMMERLING 4521 Prescott Ave	1997	1998	LINCOLN NE
MATTHEW KIMMERLING 2800 So 41 st	1975	1997	LINCOLN NE
JODY KIMMERLING (WITOX) 524 Denville Dr.	1989	1997	LINCOLN NE

The undersigned applicant(s) hereby consent(s) to a background investigation and release of present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and/or inaccurate.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

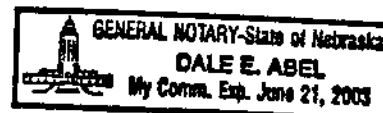
Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable.

sign here Matthew C. Kimmerling sign here _____
 sign here Jody A. Kimmerling sign here _____
 sign here [Signature] sign here _____
 sign here [Signature] sign here _____

RECEIVED
 SEP 18 2001
 OCT 25 2001
 NEBRASKA LIQUOR CONTROL COMMISSION

Subscribed in my presence and sworn to before me this 1st day of September, 2001.

(SEAL)



In compliance with ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternative format.

Sign here

Dale E. Abel

Notary Public Signature

FORM 35-4010

4

REV 1/01

Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

RECEIVED
OCT 25 2001
NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS:

- 1) Application and application for manager must be typewritten and submitted in triplicate
- 2) Fingerprint cards (2 cards per person) must be submitted for: a) each stockholder owning over 25% of the stock, b) chief executive officer, c) proposed manager and d) all spouses
- 3) Information regarding spouses must be completed

Name of Corporation That Will Hold License. Attach copy of Articles of Incorporation				Total Number of Shares (if corporation)	
BBQ INC.				100	
Corporate Street Address (1)			Mailing address for receipt of Liquor Control Commission Mailings		Corporate Telephone Number
2435 So 48th St.			2435 So 48th St.		402-484-8877
City	County	State	Zip Code		
Lincoln	Lancaster	NE	68506		
Name of Registered Agent			Name of Proposed Manager		
Matthew C. Kimmeling			Matthew C. Kimmeling		
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER					
Name	Title	Date of Birth	Social Security Number		
MATTHEW C. KIMMELING	President				
Home Address (1)		State			
2810 Prairie Rd.		NE			
City	State	Zip Code	Home Telephone Number		
Lincoln	NE	68506	402-484-6702		

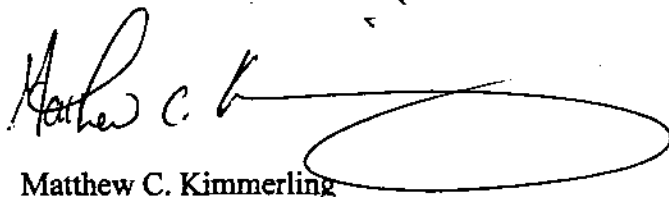
Dear Sir or Madam,

The fingerprints for Matthew C. Kimmerling and Jody A. Kimmerling are already on file at your office under L.P.G. Corporation Liquor License number 40331. Matthew was also the manager under L.P.G. Corporation, so you will have everything you need under that license number to look up for Matthew.

Thank you for your time!!

Have a great day!!!

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew C. Kimmerling", followed by a large, loopy flourish that extends to the right.

Matthew C. Kimmerling
President BBQUE Inc.

RECEIVED

OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Corporation/LLC Application for License - Form 3

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES				
Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares/ %
NAME KIMMELING, MATTHEW, CHARLES	-	1	President	35%
Spouse Name Kimmerling, Jody Ann (withbr)				
NAME Kimmerling, Jody Ann (withbr)			Secretary	35%
Spouse Name Kimmerling, Matthew Charles				
NAME May Kurt Alan ALAN			Vice President	20%
Spouse Name May, Ami, Renee (Border)				
NAME Lyons, Kevin Michael			Director	10%
Spouse Name Lyons, Megan (Rogge)				
NAME				
Spouse Name				
NAME				
Spouse Name				

RECEIVED

OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

(If Necessary, Continue on Separate Sheet)

Corporation/LLC Application for License - Form 3
Nebraska Liquor Control Commission

Is this Corporation/LLC controlled by another Corporation? ☐ YES ☒ NO

Name of Control Corporation

IF YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LLC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned

Please indicate below your corporate tax year with the IRS

Starting Date: 09/01/01 Ending Date: 12/31/01

STATE OF NEBRASKA

LAWESFIRE County

)
)
) ss.
)
)
)



[Signature]
Notary Public Signature & Seal

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

By [Signature] PRESIDENT/MEMBER

[Signature] SECRETARY/MEMBER

In Compliance with ADA, this form is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format

Application for Corporate Manager **RECEIVED**

Must Be A Nebraska Resident

Please submit in Triplicate

OCT 25 2001

Return to: Nebraska Liquor Control Commission, PO Box 95046
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 Fax: (402) 471-2814 Web address: <http://www.nol.org/home/NLCC/> NEBRASKA LIQUOR CONTROL COMMISSION

LIQUOR LICENSE INFORMATION

NAME OF LICENSED CORPORATION LB&UE INC L.B.A. Busters bbq and Brew		CLASS & LICENSE NUMBER	
TRADE NAME OF LICENSED PREMISE Busters BBQ and Brew			
STREET ADDRESS OF LICENSED PREMISE 2435 S. 48th St.	CITY Lincoln	COUNTY Lancaster 6	ZIP CODE 68506
On behalf of the corporation, I designate this individual as corporate manager.			
Signature of Corporate President/CEO:			

APPLICANT INFORMATION (MUST BE 21 OR OVER)

NAME (LAST, FIRST, MIDDLE, MAIDEN) Kimmerling, Matthew, C	SEX F M M	SOCIAL SECURITY NUMBER	DATE OF BIRTH	PLACE OF BIRTH Lincoln
HOME STREET ADDRESS 2810 Prairie Rd.	CITY Lincoln	COUNTY Lancaster	STATE N.E.	ZIP CODE 68506
HOME TELEPHONE NUMBER (402) 484-6702	BUSINESS TELEPHONE NUMBER (402) 484-8877	DRIVERS LICENSE NUMBER & STATE N.E.		

SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE NONE)

FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) Kimmerling, Jody, Ann	SOCIAL SECURITY NUMBER	DRIVERS LICENSE NUMBER & STATE NE
DATE OF BIRTH:	PLACE OF BIRTH: Denver, CO	

1. READ CAREFULLY - Answer completely and accurately.

Has anyone who is a party to this application or their spouse, ever been convicted of or plead guilty to any criminal charge? Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☐ YES ☒ NO

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

☒ YES ☐ NO

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

☐ YES ☒ NO

RECEIVED

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?
Nebraska Liquor Control Act (§53-131.01)

OCT 25 2001

☒ YES ☐ NO

NEBRASKA LIQUOR
CONTROL COMMISSION

5. Have you filed fingerprint cards and **PROPER FEES** (if check, made out to the NE State Patrol), with this application?

☒ YES ☐ NO

LIST PRINCIPAL RESIDENCE FOR PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

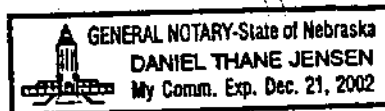
APPLICANT: CITY & STATE	YEAR	TO	SPOUSE: CITY & STATE	YEAR	TO
Lincoln, NE 2810 Prairie Rd	FROM 2000	Present	Lincoln NE 2810 Prairie Rd	FROM 2000	Present
121 E St. Lincoln NE	99	2000	121 E. St. Lincoln NE	99	00
3201 NW 86 Urbandale IA	98	99	3201 NW 86th. St. Urbandale IA	98	00
4521 Prescott Ave Lincoln NE	97	98	4521 Prescott Ave. Lincoln NE	97	98
2800 S. 41st St. Lincoln NE	75	97	524 Danville Dr. Lincoln NE	89	97

EMPLOYERS - LIST LAST TWO EMPLOYERS

FROM	YEAR	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2000	Present		Busters BBQ LPG Corp	Thane Jensen	450-2004
99	2000		Runza Restaurants	Sandy Hayward	423-2394

PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE SIGNED BY APPLICANT & SPOUSE

STATE OF NEBRASKA)
COUNTY OF) SS



The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, an affidavit may be attached however, fingerprint cards are still required to be filed.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.

Matthew C. Kun
Signature of Applicant

Jody A. Jensen
Signature of Spouse (if applicable)

Subscribed in my presence and sworn to before me this 15
day of OCTOBER, 2001

Subscribed in my presence and sworn to before me this 15th
day of OCTOBER, 2001

[Signature]
Notary Signature & Seal

[Signature]
Notary Signature & Seal

RECEIVED

OCT 25 2001

LEASE AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS AGREEMENT is entered into this 1st day of September 2001, between Westfork Downs, L.L.C., a Nebraska Limited Liability Company ("LESSORS"), and BBQue, INC., A Nebraska Corporation ("LESSEE").

WITNESSETH:

Lessors hereby lease to Lessee the following-described real estate, together with all buildings, improvements and fixtures thereon (the "PROPERTY"):

Lot 431, Irregular Tract, in the Southeast Quarter of Section 32, Township 10, Range Seven East of the 6th P.M., subject however, to Easements and restrictions of Record, in the City of Lincoln, Lancaster County, State of Nebraska. Also known as 2435 South 48th Street, Lincoln, Nebraska.

UPON THE FOLLOWING TERMS AND CONDITIONS:

1. Term. The term of this lease shall be for a period of five (5) years, commencing September 1st, 2001, and ending August 31st, 2006. Such term shall automatically renew continually for an additional (5) year terms unless written notice of cancellation has given 90 days prior to the ending of any of the first or renewal terms.
2. Rent. Lessee shall pay to Lessors as the base rent for the property the sum of \$2,150.00 per month, commencing September 1st, 2001, and a like amount on the same day of each month thereafter through and including the first day of the last month of the first and all renewal terms.
3. Security Deposit. Lessee has paid Five Thousand and 00/100's Dollars (\$5,000.00), as security for the faithful performance of Lessee's obligations. In no event shall Lessee be entitled to apply said deposit against rental, tax, insurance or assessment payments unless Lessors specifically agrees in writing. In the event of default, this deposit shall first be applied to compensate Lessors for any damages to the premises and then to late charges, unpaid utilities or other expenses, and then toward any rent owed by Lessee. If there is a balance remaining after payment of all charges, Lessors shall return such balance to Lessee. The security deposit shall not bear interest.
4. Real Estate Taxes and Assessments. Lessee shall pay all real estate taxes and special assessments levied or assessed against the property. Such amounts shall be paid monthly as 1/12th of the annual amount due and payable with the monthly rent payment. (Real estate taxes for tax year 2000 are \$4,102.86 annually or \$341.91 monthly)
5. Late Charges. In the event any payment of Rent, Real Estate Taxes, Assessments, or Late Charges remains unpaid for ten (10) days following the due date of such payment, that payment shall receive a late charge of five percent (5%) of the amount of the delinquent payment.

6. **Utilities.** Lessee shall be solely responsible for the payment of all utilities used by Lessee or supplied to the premises during the term of this Lease.

7. **Insurance.** During the term of this Lease, Lessee shall be obligated to provide, at its expense, insurance against loss or damage by fire and such other risks and hazards as are insurable under present and future standard forms of fire and extended coverage insurance policies to the buildings and all improvements thereof and fixtures permanently attached to the building for the replacement value thereof. Lessee shall also pay any increase in the Lessors' current insurance premiums. All insurance shall be written with responsible companies that Lessors shall approve, and Lessors shall hold the policies or certificate of insurance.

8. **Maintenance and Repairs.** Lessors agree to keep in good order, condition, and repair the parking lot, adjacent sidewalk, and the exterior, foundations, roof, and structural portions of the building (except doors, glass, and glass windows), including gutters, downspouts, all service pipes, lines, and mains leading to and from the Premises; provided, however, if the damage thereto was caused by any act or negligence of Lessee, its employees, agents, licensees, invitees, customers or contractors Lessee shall be solely responsible for the cost of such maintenance or repair. Lessors shall not be responsible for making any plumbing, electrical or mechanical repairs or replacements or other improvements or repairs of any kind upon or within the Premises except as may be expressly set out in this Lease. Lessee covenants and agrees to permit Lessors at any time to enter the Premises to examine and inspect the same or, if Lessors so elects, to perform any obligations of Lessee hereunder which Lessee shall fail to perform or to perform such cleaning, maintenance, janitorial services, repairs, additions, or alterations as Lessors may deem necessary or proper for the safety, improvement, or preservation of the Premises or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law. Any such reentry shall not constitute an eviction or entitle Lessee to abatement of rent. There shall be no allowance to Lessee for inconvenience or injury to business arising from the making of any repairs to the Premises or the Building, provided repairs are made in a timely fashion.

Lessee from and after taking possession of the Premises agrees that it will be responsible at its sole cost and expense for all repairs, maintenance, alterations, painting and replacements to the Premises other than those specifically required to be performed by Lessors above, including but not limited to the interior and exterior portions of all doors, windows, plate glass, and show cases surrounding the Premises; the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by Lessee or Lessors. Lessee shall be responsible for snow and ice removal and keep the sidewalks and parking lot area in a clean and neat condition. Lessee shall not be required to make structural repairs or alterations which may be required by governmental rules, orders, or regulations or insurance companies unless resulting from the business operations maintained by Lessee in the Premises. All work in the Premises shall be performed by Lessee in a good and workmanlike manner in compliance with all applicable laws, codes, and regulations and subject to such reasonable requirements as Lessors may impose. Lessors shall have the right to post the Premises with a notice of a non-liability in connection with any such work performed by or on behalf of Lessee. Lessee shall be responsible for the cost of installing, maintaining and removing any signs on the property.

9. **Use of Property.** Lessee shall use the property for a restaurant and related purposes.

10. **Assignment and Subletting.** Lessee shall not assign all or any part of its leasehold estate hereunder or permit the property to be sublet without Lessors' prior written consent.

11. **Liability Insurance.** Lessee agrees during the term of this Lease, for the benefit of both Lessors and Lessee as named insureds, to maintain the following insurance coverage's and to provide copies of all insurance policies to Lessors:

- A. Public liability and property damage insurance providing for limitations of not less than \$1,000,000.00 for injury or death to any one person, and not less than \$1,000,000.00 for injury or death occurring to more than one person as a result of any one accident or incident, and not less than \$500,000.00 for property damage, naming Lessors as a named insured.
- B. Workers' compensation insurance covering all persons employed by Lessee in and about the property.
- C. Fire and extended coverage for Lessee's fixtures and personal property on the premises.

12. **Mutual Release for Hazards Covered by Insurance.** Lessors and Lessee hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the property, or covered by insurance in connection with the property, or activities conducted on the leased premises, regardless of the cause of the damage or loss. This release is only to the extent that such loss or damage is collected under said insurance policies, and is also conditioned upon the inclusion on the policy or policies of a provision whereby and such release shall not adversely affect said policies or prejudice any rights of the releasor to recover thereunder.

13. **Casualty Loss.** In the event the premises are destroyed by fire or other casualty, rendering the property totally unsuitable for occupancy, and if Lessors elect not to reconstruct or repair the property, either party may terminate this Agreement by giving notice to the other party within ninety (90) days of such damage or loss.

14. **Indemnity.** Lessee shall indemnify, hold harmless and defend Lessors from and against, and Lessors shall not be liable to Lessee on account of, any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority arising out of or in any way connected with (i) any failure by Lessee to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Lessee, (ii) any failure by Lessee to comply with any statutes, ordinances, regulations or orders of any governmental authority; (iii) any loss or damage arising from the use of the Premises by the Lessee; or (iv) any accident, death or personal injury, or damage to or loss of property, which shall occur in or about the Premises except as the same may be caused solely by the negligence of Lessors, its employees or agency.

15. **Default.** The occurrence of any one of the following shall constitute a default of this Lease:

- A. Any failure by Lessee to pay the stipulated rental within ten (10) days of the date the same is due.
- B. Any failure by Lessee to make any other payment required under this Lease within ten (10) days after it is due.
- C. A failure by Lessee to observe and perform any other provisions of this Lease where such failure continues for thirty (30) days after written notice by Lessors to Lessee.
- D. The filing by or against Lessee of a petition to have it adjudged as bankrupt, or of a petition for reorganization or arrangement under any bankruptcy law.

16. **Lessor's Remedies Upon Default.** Upon default by Lessee, the Lessors may re-enter and recover possession of the premises as if the same were forcibly detained and the lessee waives any demand for possession of the premises and any exemptions granted to Lessee by law.

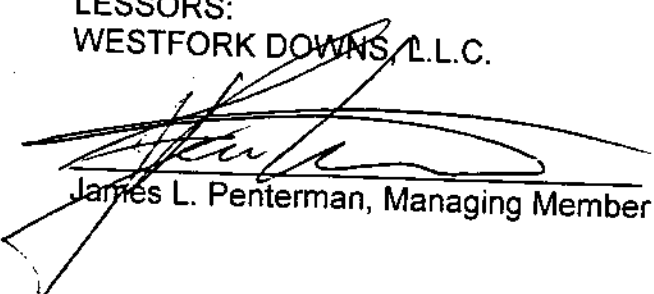
Notwithstanding any election by Lessors, the Lessors may, at any time subsequent to the notice of default of the Lessee, terminate this Agreement by giving written notice of such termination to the Lessee.

Lessors shall have such other rights and remedies as may be available at law or in equity for any such default of Lessee.

17. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

LESSORS:
WESTFORK DOWNS, L.L.C.


James L. Penterman, Managing Member

LESSEE:
BBQue, Inc.


Matt Kimmerling, President

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OCT 25 2001

NEBRASKA
CONTROL COMMISSION

Sample Monthly Amount Due

Base Rent	\$2,150.00
Real Estate Taxes	341.91
Change in Westfork Downs Insurance	0.00
Other Assessments	<u>0.00</u>
Total Due	\$2,491.91

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Sample Monthly Amount Due

Base Rent	\$2,150.00
Real Estate Taxes	341.91
Change in Westfork Downs Insurance	0.00
Other Assessments	0.00
Total Due	<u>\$2,491.91</u>

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Purchase Receipt

BBQue, Inc., purchase the following equipment from LPG, Corp. for \$9,000.00 cash and an executed loan agreement dated August 31, 2001

Quantity	Description	Unit Value	Total Value
	"Busters" Logo and Trade Name	1,000.00	1,000.00
1	- 2 Compartment Fryer	5,000.00	5,000.00
1	- 2 Door Cooler	800.00	800.00
1	- 2 Door Freezer	900.00	900.00
1	- Amp	80.00	80.00
1	- Amp Booster	80.00	80.00
1	- Ansel System	500.00	500.00
10	- Aprons Front	7.00	70.00
4	- Aprons Kitchen	15.00	60.00
1	- Bar area Table	35.00	35.00
13	- Bar Stools	45.00	585.00
1	- Bar Triple Sink	1,500.00	1,500.00
1	- Brain 250	100.00	100.00
1	- Broiler / Table	3,000.00	3,000.00
1	- Brooms - Large	10.00	10.00
3	- Brooms - Small	5.95	17.85
6	- Budwiser Drink Tray	5.00	30.00
1	- Bulletin Board	5.00	5.00
1	- Cash Register	200.00	200.00
1	- CD Changer	80.00	80.00
75	- Chairs	10.00	750.00
60	- Coke Cups	0.50	30.00
2	- Computer/Cash Register & Printer	1,500.00	3,000.00

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Purchaser:

Matt Kimmerling
Matt Kimmerling, President of BBQue, Inc.

Jody Kimmerling
Jody Kimmerling, Secretary/Treasurer of BBQue, Inc.

Seller:

Dale Galusha
Dale Galusha, President of LPG, Corp.

Purchase Receipt

BBQue, Inc., ~~Matt and Jody Kimmerling~~ purchase the following equipment from Westfork Downs, LLC. for an executed loan agreement dated August 31, 2001

Quantity	Description	Unit Value	Total Value
1	- Cooker and Racking	500.00	500.00
31	- Crayon Cups	0.25	7.75
31	- Cream and Sugar Crocks	0.25	7.75
1	- Credit Card Machine/Printer	50.00	50.00
50	- Dishes	0.85	42.50
1	- Dishwasher Table	50.00	50.00
2	- Dry Erase Board	2.50	5.00
1	- File Cabinet	15.00	15.00
2	- Fire Exhtgishers	35.00	70.00
1	- Fiat Char Grill	500.00	500.00
1	- Floor Fan	20.00	20.00
2	- Floor Rugs - Large	70.00	140.00
2	- Floor Rugs - Small	50.00	100.00
1	- Floor Squeegee	5.00	5.00
5	- Flour Bins	5.00	25.00
1	- Food Booth	250.00	250.00
1	- Front Street Sign	250.00	250.00
1	- Fry Hood	750.00	750.00
1	- Fry Filter Scoop	5.00	5.00
6	- Fryer Baskets	20.00	120.00
100	- Glasses	2.00	200.00
1	- Green Cabinet	25.00	25.00
1	- Heat Lamp	20.00	20.00
3	- High Chairs	25.00	75.00
1	- Ice Machine	950.00	950.00
2	- Kambie Cart	25.00	50.00
1	- Ketchup Dispenser	5.00	5.00
70	- Kids Cups	0.50	35.00
1	- Large Commercial Scale	50.00	50.00
1	- Large Triple Sink	250.00	250.00
1	- Leomonade Drink Container	20.00	20.00
2	- Lock Boxes	25.00	50.00
1	- Magazine Rack	15.00	15.00
1	- Meat Slicer	250.00	250.00
1	- Meat Tenderizer, Hobart	250.00	250.00
150	- Metal Serving Plates	1.00	150.00
6	- Metal Shelving Units	80.00	480.00
3	- Microwave	75.00	225.00
2	- Mop Buckets	20.00	40.00
1	- Onion Slicer	150.00	150.00
3	- Other Tables, Outdoors	75.00	225.00
1	- Outdoor Portable Sign	250.00	250.00
1	- Outside Storage Unit	50.00	50.00
2	- Phone	45.00	90.00
2	- Picnic Tables	55.00	110.00
	- Pig and BBQ Collectables	250.00	250.00
1	- Pig Stamp	2.00	2.00
1	- Plastic Ring / Tray Table	5.00	5.00
2	- Potato Slicer	25.00	50.00
3	- Prep Tables	150.00	450.00
1	- Roller Light	5.00	5.00
3	- Round Tables, Outdoors	45.00	135.00
5	- Rubber Safety Mats	15.00	75.00
10	- Rubbermaid Bins	2.50	25.00

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NEBRASKA LIQUOR
CONTROL COMMISSION

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NEBRASKA LIQUOR
CONTROL COMMISSION

Assets

#2


Quantity	Description	Unit Value	Total Value
1	- Safe	150.00	150.00
1	- Salad Cooler	50.00	50.00
62	- Salt and Pepper Shakers	0.10	6.20
1	- Sandwich Table/Cooler	600.00	600.00
3	- Sanyo 27" Televisions	200.00	600.00
1	- Scale - Ounce	50.00	50.00
1	- Scale - Pound	50.00	50.00
31	- Serving Tables	45.00	1,395.00
1	- Shelving Unit - Green	25.00	25.00
1	- Sign - lighted Coke (Daily Specials)	25.00	25.00
1	- Sign, Open	40.00	40.00
6	- Signs, Neon (Coors Sign not included)	45.00	270.00
1	- Single Door Freezer	175.00	175.00
2	- Small Prep Tables	50.00	100.00
4	- Soap Dispensers	2.50	10.00
6	- Speakers	15.00	90.00
1	- Stainless Steel Table	75.00	75.00
1	- Stereo Reciever	75.00	75.00
6	- Stools - Small	10.00	60.00
1	- Stove	250.00	250.00
1	- Street Talker and Panels	50.00	50.00
9	- Warmers/Roasters	60.00	540.00
2	- Table Fans	5.00	10.00
1	- Tea Brewer	150.00	150.00
2	- Thermotainers	200.00	400.00
1	- Tomatoe Slicer	50.00	50.00
4	- Towel Dispensors	6.95	27.80
250	- Towels	0.05	12.50
6	- Trash Cans	20.00	120.00
1	- Trash Cart	15.00	15.00
1	- Vacuum	150.00	150.00
1	- Various Cooking Utensils	275.00	275.00
1	- Various Eating Utensils	100.00	100.00
	- Various Pots and Pans	350.00	350.00
2	- Wet Floor Signs	50.00	100.00

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NEBRASKA LIQUOR
CONTROL COMMISSION


Purchaser:


Matt Kimmerling, President of BBQue, Inc.
and as an individual


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NEBRASKA LIQUOR
CONTROL COMMISSION


Jody Kimmerling, Secretary/Treasurer of BBQue, Inc.
and as an individual

Seller:


James L. Penterman, Managing Member
Westfork Downs, LLC

ASSETS

Exhibit "B"

#2

Promissory Note Westfork LLC, and BBQue/Kimmerling

Quantity	Description	Unit Value	Total Value	32,204.35
	"Busters" Logo and Trade Name	1,000.00	1,000.00	
1	- 2 Compartment Fryer	5,000.00	5,000.00	
1	- 2 Door Cooler	800.00	800.00	
1	- 2 Door Freezer	900.00	900.00	
1	- Amp	80.00	80.00	
1	- Amp Booster	80.00	80.00	
1	- Ansel System	500.00	500.00	
10	- Aprons Front	7.00	70.00	
4	- Aprons Kitchen	15.00	60.00	
1	- Bar area Table	35.00	35.00	
13	- Bar Stools	45.00	585.00	
1	- Bar Triple Sink	1,500.00	1,500.00	
1	- Brain 250	100.00	100.00	
1	- Broiler / Table	3,000.00	3,000.00	
1	- Brooms - Large	10.00	10.00	
3	- Brooms - Small	5.95	17.85	
6	- Budwiser Drink Tray	5.00	30.00	
1	- Bulletin Board	5.00	5.00	
1	- Cash Register	200.00	200.00	
1	- CD Changer	80.00	80.00	
75	- Chairs	10.00	750.00	
60	- Coke Cups	0.50	30.00	
2	- Computer/Cash Register & Printer	1,500.00	3,000.00	
1	- Cooker and Racking	500.00	500.00	
31	- Crayon Cups	0.25	7.75	
31	- Cream and Sugar Crocks	0.25	7.75	
1	- Credit Card Machine/Printer	50.00	50.00	
50	- Dishes	0.85	42.50	
1	- Dishwasher Table	50.00	50.00	
2	- Dry Erase Board	2.50	5.00	
1	- File Cabinet	15.00	15.00	
2	- Fire Extinguishers	35.00	70.00	
1	- Flat Char Grill	500.00	500.00	
1	- Floor Fan	20.00	20.00	
2	- Floor Rugs - Large	70.00	140.00	
2	- Floor Rugs - Small	50.00	100.00	
1	- Floor Squeegee	5.00	5.00	
5	- Flour Bins	5.00	25.00	
1	- Food Booth	250.00	250.00	
1	- Front Street Sign	250.00	250.00	
1	- Fry Hood	750.00	750.00	
1	- Fry Filter Scoop	5.00	5.00	
6	- Fryer Baskets	20.00	120.00	
100	- Glasses	2.00	200.00	
1	- Green Cabinet	25.00	25.00	
1	- Heat Lamp	20.00	20.00	
3	- High Chairs	25.00	75.00	
1	- Ice Machine	950.00	950.00	
2	- Kambie Cart	25.00	50.00	
1	- Ketchup Dispenser	5.00	5.00	
70	- Kids Cups	0.50	35.00	
1	- Large Commercial Scale	50.00	50.00	
1	- Large Triple Sink	250.00	250.00	
1	- Lemonade Drink Container	20.00	20.00	
2	- Lock Boxes	25.00	50.00	

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NEBRASKA LIQUOR
CONTROL COMMISSION

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

ASSETS #1

Quantity	Description	Unit Value	Total Value	32,204.35
1	- Magazine Rack	15.00	15.00	
1	- Meat Slicer	250.00	250.00	
1	- Meat Tenderizer, Hobart	250.00	250.00	
150	- Metal Serving Plates	1.00	150.00	
6	- Metal Shelving Units	80.00	480.00	
3	- Microwave	75.00	225.00	
2	- Mop Buckets	20.00	40.00	
1	- Onion Slicer	150.00	150.00	
3	- Other Tables, Outdoors	75.00	225.00	
1	- Outdoor Portable Sign	250.00	250.00	
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2	- Picnic Tables	55.00	110.00	
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1	- Street Talker and Panels	50.00	50.00	
9	- Warmers/Roasters	60.00	540.00	
2	- Table Fans	5.00	10.00	
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2	- Thermotainers	200.00	400.00	
1	- Tomatoe Slicer	50.00	50.00	
4	- Towel Dispensors	6.95	27.80	
250	- Towels	0.05	12.50	
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1	- Trash Cart	15.00	15.00	
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2	- Wet Floor Signs	50.00	100.00	
				32,204.35

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NEBRASKA LIQUOR
CONTROL COMMISSION

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Purchase Receipt

#2

BBQue, Inc., Matt and Jody Kimmerling purchase the following equipment from LPG, Corp. for \$9,000.00 cash and an executed loan agreement dated August 31, 2001

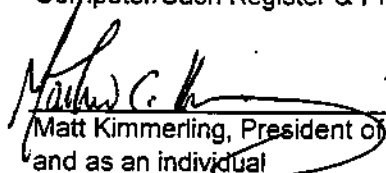
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1	- Brooms - Large	10.00	10.00
3	- Brooms - Small	5.95	17.85
6	- Budwiser Drink Tray	5.00	30.00
1	- Bulletem Board	5.00	5.00
1	- Cash Register	200.00	200.00
1	- CD Changer	80.00	80.00
75	- Chairs	10.00	750.00
60	- Coke Cups	0.50	30.00
2	- Computer/Cash Register & Printer	1,500.00	3,000.00

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NEBRASKA LIQUOR
CONTROL COMMISSION

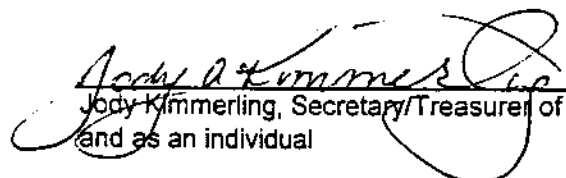
Purchaser:

 BBQue, Inc.
Matt Kimmerling, President of BBQue, Inc.
and as an individual

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NEBRASKA LIQUOR
CONTROL COMMISSION

 BBQue, Inc.
Jody Kimmerling, Secretary/Treasurer of BBQue, Inc.
and as an individual

Seller:

 LPG-CORP.
Dale Galusha, President of LPG, Corp.

Assets RECEIVED

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OCT 25 2001

SEP 18 2001 #c

Inventory Item	Unit	Cost/Unit	Count	Total \$ amount	NEBRASKA LIQUOR CONTROL COMMISSION
Meats					
Baby Back Ribs	lb	3.106	81.2	252.2072	
Rib Tips	cs	34.6	2.25	77.85	
Brisket	lb	0.979	48	46.992	
Austin Blues Pork	lb	3.3	27.085	89.3805	
Smoked Turkey	lb	2.484	13.186	32.754024	
Roast Beef	lb	2.76	7.03	19.4028	
Grilled Chicken	ea	0.43	29	12.47	
Chicken Strips	bg	11.455	3.5	40.0925	
Chicken Wings	bg	7.096	6	42.576	
Hamburger Patties	ea	0.525	21	11.025	
Hot Links	cs	21.5	0	0	
Corndogs	cs	29.34	0.2	5.868	
Bacon	lb	2.59	0.75	1.9425	
Steaks	ea	2.12	9	19.08	
Chicken Quarters	cs	35.86	0.5	17.93	
Garden Burgers	ea	0.992	2	1.984	
Fish Fillets	ea	0	0	0	
Pork Tenderloin	lb	2.85	11.5	32.775	
				0	
Produce					
Salad Mix	bg	3.115	3.5	10.9025	
Coleslaw mix	cs	10.95	0	0	
Yellow Onions	bg	12.11	2.1	25.431	
Red onions	lb	0.99	1.5	1.485	
Celery	ea	0.89	1	0.89	
Tomatoes	cs	12.93	0.01	0.1293	
Cherry Tomatoes	pt	1.068	7.5	8.01	
Potatoes	cs	12.81	3	38.43	
Lemons	lb	2.238	0	0	
Limes	ea	0.406	5	2.03	
Cherries	btl	3.29	0.333	1.09557	
Peppers-Vlasic	btl	1.75	13	22.75	
Corn	cs	12.46	0.4	4.984	
Pickle Spears	bkt	0	0	0	
Pickle Slices	bkt	0	0	0	
Greens	cs	17.2	0.5	8.6	
Beans	ea	3.313	6	19.878	
				0	
Cheese					
American Slices	lb	2.452	1.5	3.678	
Swiss Slices	lb	3.65	0.9	3.285	
Shredded Cheddar	lb	3.392	4	13.568	
				0	
Dessert Items					
Peach Cobbler	ea	7.603	0.95	7.22285	
Apple Dumplings	ea	0.976	11	10.736	
Pecan Pie	ea	7	0.4	2.8	
Sweet Potato Pie	ea	7	0	0	
Cheesecake	ea	11	0.2	2.2	

Assets

#2

Brownies	ea	0.39	40	15.6
Cookies	tub	6.12	1.5	9.18
Ice Cream	tub	4.38	1.1	4.818
Redi Whip	ea	1.59	2.5	3.975
Chocolate Syrup	ea	1.59	3	4.77
Animal Crackers	lb	0.718	3.75	2.6925
				0
Sauces/Dressings				0
Mayonnaise	ea	3.62	3	10.86
Mustard	ea	4.07	4	16.28
Hidden valley Ranch	ea	8.955	2.5	22.3875
Dorothy Lynch	ea	7.435	2.5	18.5875
Allison House	ea	7.5	0.5	3.75
Blue Cheese	ea	8.873	0.75	6.65475
1000 Island	ea	5.19	3.125	16.21875
Vinegar	ea	1.91	5	9.55
Red Hot	ea	10.207	0.6	6.1242
Cattlemans BBQ	ea	10.84	0	0
Open Range BBQ	ea	9.312	0	0
Worcestershire	ea	4.29	2	8.58
Liquid smoke	ea	10.155	1.5	15.2325
Maple Syrup	ea	3.717	1.3	4.8321
Tomato Juice	ea	1.075	7	7.525
Lemon Juice	ea	0.83	0.3	0.249
Ketchup Volpak	ea	17.37	0.4	6.948
Ketchup Bottles	ea	0.928	5	4.64
Mustard Bottles	ea	0.879	21	18.459
Honey	ea	2.59	0.75	1.9425
Marinara	ea	4.383	1.5	6.5745
Pam Bottles	ea	2.5	4	10
Fry oil	lb	0.327	67	21.909
				0
				0
				0
Packets				0
Ketchup Pkts	cs	24.95	0.1	2.495
Mustard Pkts	cs	11.35	0.4	4.54
Mayonnaise Pkts	cs	11.45	0.05	0.5725
Sour Cream Pkts	cs	10.42	0.5	5.21
Butter chips	cs	53.24	0.75	39.93
Tartar Sauce Pkts	cs	34.15	0	0
Creamers	bx	0.39	5	1.95
Sugar Pkts	cs	14.86	1	14.86
Sweet/Lo Pkts	cs	23.9	0.05	1.195
mints	cs	12.99	0.25	3.2475
				0
				0
Already Made Food				0
Beans	gal	1.33	3.3	4.389
Coleslaw	gal	1.33	3.5	4.655
Potato Salad	gal	1.33	4.5	5.985
Sauce	gal	3.59	10.5	37.695
				0
Breads				0

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISS

Assets

#2

Hoagie Buns	pk	1.62	11	17.82
Kaiser Buns	pk	1.63	16.75	27.3025
Dinner Rolls	pk	1.62	3.5	5.67
Cornbread	bx	6.291	3	18.873
				0
				0
Dry Goods				0
Sugar Pounds	lb	0.454	10	4.54
Salt Pounds	lb	0.128	11.5	1.472
Brown Sugar	lb	0.718	8	5.744
Flour Pounds	lb	0.169	60	10.14
Coarse Cracker Meal	lb	0.492	0.5	0.246
Fine Cracker Meal	lb	0.477	8	3.816
Crackers	cs	11.75	0.9	10.575
Croutons	cs	14.56	0.3	4.368
Regular chips	ea	0.27	19	5.13
BBQ chips	ea	0.27	1	0.27
Sour cream chips	ea	0.28	0	0
				0
Seasonings				0
Ham Base	ea	5.936	7.5	44.52
Aus Jus Base	ea	3.77	6.5	24.505
Granulated Garlic	ea	8.57	0.1	0.857
Restaurant Pepper	ea	20.72	0.6	12.432
Parsley Flakes	ea	9.75	0.6	5.85
Lawry's Salt	lb	2.08	10	20.8
Garlic Powder	ea	4.72	1.2	5.664
Tenderizer	ea	2.59	1.5	3.885
Cayenne Powder	ea	6.3	1.2	7.56
Celery Salt	ea	5.82	0.5	2.91
Chili Powder	ea	6.47	0.2	1.294
				0
				0
Beverages				0
Coke	bib	42.6	1.2	51.12
Diet Coke	bib	42.6	0.4	17.04
Dr. Pepper	bib	42.6	1.7	72.42
Sprite	bib	42.6	1	42.6
Mello Yello	bib	21.3	1	21.3
Rootbeer	ea	0.533	17	9.061
Coffee	lb	5	0.5	2.5
Decaf coffee	lb	5	3	15
Tonic water	ea	0.39	3	1.17
Club Soda	ea	0.39	5	1.95
Co2	ea	12	0.2	2.4
Lemonade Mix	ea	3.334	8.75	29.1725
Grenadine	ea	2.644	10	26.44
Iced Tea Bags	cs	31.25	1.5	46.875
Hot Tea Bags	cs	1.59	3	4.77
Hot Chocolate Mix	can	4.99	1.5	7.485
Milk	gal	2.25	0.75	1.6875
Orange Juice	gal	1.79	0.75	1.3425

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OCT 25 200

NEBRASKA LIQUOR CONTROL COMMISSION

Assets

#2

Appetizers				0
Mozz. Sticks	bg	7.073		0
Poppers	bx	15.745	3.75	26.52375
			1.75	27.55375
Food and Drink Total				1932.153044
Paper Products				
Lg. To go styrofoam	cs	19.46	1	19.46
Sm. To go styrofoam	cs	10.99	1	10.99
To go 22oz cups	sl	0.56	19	10.64
To go 22oz lids	sl	0.56	2	1.12
Side Lids	sl	0.46	7.2	3.312
Side cups	sl	0.36	6.75	2.43
1/2 aluminum	ea	0.608	75	45.6
Full aluminum	ea	0.729	8	5.832
2oz cups	sl	2.236	1.5	3.354
2oz lids	sl	1.236	23	28.428
Gloves	bx	4.73	2	9.46
Deli Wax	ea	5.172	6.2	32.0664
Sand Wax	ea	12.652	4.3	54.4036
Napkins	bndl	4.735	3	14.205
Lg. Trash bags	cs	9.27	1	9.27
Sm. Trash bags	cs	9.27	1.75	16.2225
W/M plates	sl	7.835	1.5	11.7525
Picnic Packs	cs	25.81	0.75	19.3575
Plastic Knives	cs	7.99	0	0
ToothPicks	bx	1.99	1.8	3.582
Dawn Dish Soap	ea	4.391	1	4.391
Mopheads	ea	3.33	2	6.66
Fry boil out	cs	12.99	0.6	7.794
Scouring pads(fsa)	cs	6.4	0	0
Scouring pads(Pegler)	cs	5.03	0.2	1.006
Grill Bricks	ea	0.71	2	1.42
Clorox	ea	2.18	5.5	11.99
Urinal blocks	cs	5.99	0.8	4.792
Spic and Span	gal	9.33	0.5	4.665
Jet Dry	gal	70.257	0.4	28.1028
Super Trump	gal	32.158	2	64.316
Hand Soap	ea	0.89	0	0
Comet	ea	0.79	5.8	4.582
Roll Towel	ea	2.71	8	21.68
Food Film	ea	14.93	0.125	1.86625
Aluminum foil	ea	26.66	0.75	19.995
Plastic bags	cs	9.99	0.3	2.997
Qt. Container	sl	2.59	0.5	1.295
Qt. Lid	sl	3.59	0.5	1.795
Sm. Paper bags	cs	2.23	0.75	1.6725
Lg. Paper bags	cs	2.23	0.25	0.5575
Styrofoam plates	sl	1.595	0.5	0.7975

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OCT 25 2007

NEBRASKA LIQUOR
CONTROL COMMISSION

Assets / Liquor Inventory #2

Food Trays	cs	5.99	0.25	1.4975
Butcher paper	roll	31.02	1	31.02
Register paper	roll	0.596	6	3.576
Stir straws	cs	0	0	0
4 cup carriers	cs	0	0	0
Bar sanitizer	cs	11.99	1	11.99
Moist Towelettes	cs	5.29	0.5	2.645
Coffee Filters	sl	3.99	0.3	1.197
Delimer	gal	20.555	1.5	30.8325
Simple Solution Towels	cs	41.49	0.3	12.447
Straws	sl	2.59	4	10.36
Stainless steel cleaner	ea	0	1.5	0
Total Paper/Supplies				599.42505
Hard Liquor				
Beefeater Gin	ltr	25.98	1.25	32.475
Skol Vodka	ltr	14.89	0.5	7.445
Ameretto	ltr	19.98	0.8	15.984
Jack Daniels	btl	0	0	0
Captain Morgan	btl	0	0	0
Bacardi Rum	btl	0	0	0
Dewars	btl	0	0	0
Jim Beam	btl	0	0	0
Canadien Club	ltr	17.99	1	17.99
Windsor Canadien	btl	0	0	0
Johnny walker Red	btl	0	0	0
Tanguerey	btl	0	0	0
Christian Brothers	ltr	15	0.75	11.25
Skyy Vodka	btl	0	0	0
Absolute Vodka	ltr	26.79	0.5	13.395
Triple Sec	btl	0	0	0
Cutty Sark	btl	0	0	0
Tequilla	btl	0	0	0
Jose Special	ltr	32.95	0.5	16.475
Beer/Wine/Winecoolers				
Budweiser	12oz	ea	0.61	10
Bud. Lite	12oz	ea	0.61	30
Coors	12oz	ea	0.61	25
Coors Lite	12oz	ea	0.61	28
Busch Lite	12oz	ea	0.5	7
Miller Lite	12oz	ea	0.6	22
Fat Tire	12oz	ea	0.93	6
Mikes Hard Lemonade	12oz	ea	0.93	25
Fosters	12oz	ea	0.88	13
Guinness	12oz	ea	1.48	10
Killians Red	12oz	ea	0.77	7
Zima	12oz	ea	0.75	23
Rolling Rock	12oz	ea	0.67	11
Sam Adams	12oz	ea	0.89	26

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NEBRASKA LIQUOR
CONTROL COMMISSION

Liquor Inventory #2

Tequila 120Z	ea	0.937	25	23.425
Odouls 120Z	ea	0.46	8	3.68
Miller Gen. Draft 120Z	ea	0.6	6	3.6
Heineken 120Z	ea	0.93	22	20.46
Corona 120Z	ea	0.937	12	11.244
Wild Berry Wine Coolers 120Z	ea	1.58	0	0
Strawberry Wine Coolers 120Z	ea	1.58	10	15.8
Chardoney	ea	8	0.333	2.664
White Zin	ea	8	0.666	5.328
Cabernet	ea	8		0
				0
				0
				0
Keg Beer				0
Bud Lite 1/2	keg	58.4	0.5	29.2
Miller Lite 1/2	keg	58.4	0.2	11.68
Courtland Wheat 1/2	keg	87	0.25	21.75
Boulevard Wheat 1/2	keg	88	0.4	35.2
AmberBock 1/6	keg	22.05	0.1	2.205
				0
Mixers				0
Sour Mix	ea	3.33	11.5	38.295
Bloody Mary Mix	ea	3.33	0.75	2.4975
Marg. Mix	ea	6.66	0.5	3.33
Total Alcohol				527.0225
Bank for Store			\$200	
fine for liquor license			\$75.00	
Total Dollar amount				3058.600594

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NEBRASKA LIQUOR
CONTROL COMMISSION

Matthew C. Kim
Jody A. Summerling
Dan H. [Signature]
Duffy 9/1/01

Pres. BBQ Inc.

Secr. BBQ Inc.

J.P. / Treasurer / LPG Corp

President / LPG Corp.

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SEP 18 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF

NEBRASKA

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Department of State
Lincoln, Nebraska

United States of America,
State of Nebraska } ss.



I, Scott Moore, Secretary of State of Nebraska do hereby certify;

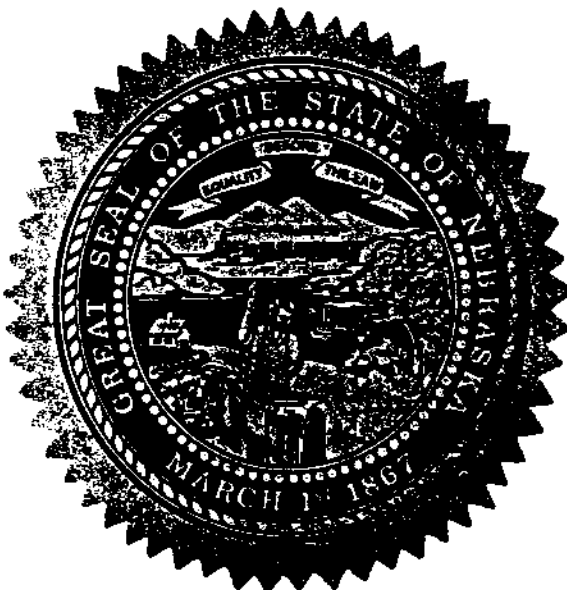
the attached is a true and correct copy of Articles of Incorporation of

BBQUE, INC.

with its registered office located in BENNET, Nebraska, as filed in
this office on June 28, 2000.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on June 28, in the year
of our Lord, two thousand.



A handwritten signature in cursive script, reading "Scott Moore".

SECRETARY OF STATE

On SEPT 1, 2001, Seller and Buyer entered into a contract for sale of the business known as BUSTER'S BBQ & Brew, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business. **RECEIVED** SEP 18 2001

Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to 2 **NEBRASKA LIQUOR CONTROL COMMISSION** 2001, the date of filing the application with the Liquor Control Commission. **OCT 25 2001** **NEBRASKA LIQUOR CONTROL COMMISSION**

Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

At time of closing, certain funds will be held in escrow pending issuance of the license.

Financial Institution: Name, Address, Account number of where escrow account is being held
Union Bank & Trust 48th & Normal #2680387 Savings Account

All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.

This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller [Signature]

Signature of Seller [Signature]

Signature of Buyer [Signature]

Signature of Buyer [Signature]

Dated this 1st day of SEPTEMBER, 2001.

STATE OF NEBRASKA)
COUNTY OF LANCASTER)



The above and foregoing Agency Agreement was acknowledged before me this 1 day of SEPT, 2001, by Daniel Thane Jensen VPLPG Co., as Seller, Dale Gustafson (Pres VPLPG Co.), as Seller.

The above and foregoing Agency Agreement was acknowledged before me this 1 day of SEPT, 2001, by Matthew Kimmmerling, as Buyer, Jody Kimmmerling, as Buyer.

Signature & Seal of Notary Public Dale E. Abel

TRANSFER REGISTER

NAME OF CORPORATION: BBQ®, Inc.

DATE OF ORGANIZATION: June 28, 2000

Certificate Number	Name of Member / Shareholder	Date of Certificate	From Whom Transferred	Number of Shares	To Whom Transferred	Date	New Certificate Number
1	James L. Penteman	July 1, 2000	Original Issue	100	Jody Kimmerling	Aug. 31, 2001	3
2	James P. Stewart	July 1, 2000	Original Issue	100	Matt Kimmerling	Aug. 31, 2001	4
3	Jody Kimmerling	Aug. 31, 2001	James L. Penteman	100			
4	Matt Kimmerling	Aug. 31, 2001	James P. Stewart	100			

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OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

ARTICLES OF INCORPORATION
OF
BBQue, Inc.

We the undersigned, mature persons of the age of majority or older, acting as incorporators of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation of such corporation:

ARTICLE I.

Name

The name of the corporation is BBQue, Inc.

ARTICLE II.

The period of the corporation's durations perpetual.

ARTICLE III.

Purposes and Powers

The purposes for which this corporation is organized is to engage in any lawful act or activities for which corporations may be organized under the Nebraska Business Corporation Act, and, in addition thereto, the corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient.

ARTICLE IV.

Authorized Shares

The aggregate number of shares which the corporation shall have authority to issue is 10,000 shares of common stock having a par value of \$1.00 per share. All capital stock shall be common stock and of the same class. No capital stock shall be issued a different class or for a sum less than par value of \$1.00 per share.

ARTICLE V.

Voting

Each shareholder shall be entitled to one vote for each share of stock standing in his name on the books of the corporation. At each election of the directors, each shareholder shall have as many votes as the number of shares of common stock owned by him multiplied by the number of directors to be elected by the shareholders. These votes may be divided among the total number of directors to be elected by the

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shareholders of common stock or distributed among any lesser number of set proportion as the shareholders may desire.

ARTICLE VI.

Initial Registered office and Registered Agent

The address of the initial Registered Office of the corporation is P.O. Box 277 Bennet, Nebraska 68317 (no street address required). The name of the initial Registered Agent of the corporation is James L. Penterman and his address is P.O. Box 277 Bennet, Nebraska 68317, as aforesaid.

ARTICLE VII.

Incorporators

The name and address of each incorporator is:

James L. Penterman

350 Garden Street
Bennet, NE 68317

James P. Stewart

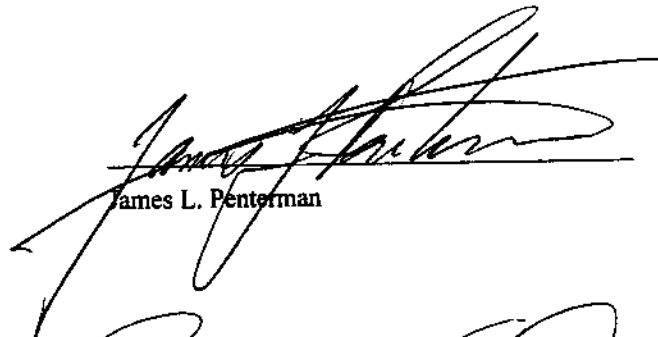
8909 Saltillo Road
Lincoln, NE 68526

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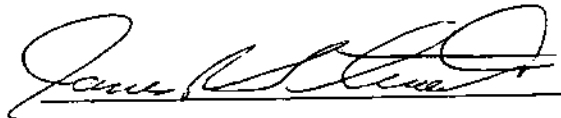
OCT 25 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

DATED: June 28, 2000.



James L. Penterman



James P. Stewart